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CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Notification

The 3rd September, 2024

No. 13303-HIII(3)-2024/12671.—In exercise of the powers conferred by Section 14 of the Bharatiya Nagarik Suraksha Sanhita, 2023, the Administrator, Union Territory, Chandigarh is pleased to appoint Sh. Rubinderjit Singh Brar, PCS and Ms. Shashi Vasundhra, HCS as Executive Magistrate in the District of Chandigarh.

Chandigarh :
The 30th August, 2024.

Administrator,
Union Territory, Chandigarh.

Signature Not Verified
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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th August, 2024

No. 13/1/9851-HII(2)-2024/13441.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **27/2022** dated **04.07.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

PRESIDENT/GENERAL SECRETARY, PCI PEST CONTROL EMPLOYEES UNION, DIVISION CHANDIGARH, C/O CHAMBER NO.321, DISTRICT COURT, SECTOR 43, CHANDIGARH. (Workers' Union)

AND

1. MR. DAVID LEWIS MD, MR. ANIL S.RAO CMD & CEO (INDIA), PCI PEST CONTROL PVT. LTD., NARAYANI AMBADAI TEMPLE COMPOUND, AAREY ROAD, GOREGAON (WEST), MUMBAI.
2. MR. MARK MAY VICE PRESIDENT, 7, JANTAR MANTAR ROAD, NEW DELHI - 110001.
3. MR. MAHANDRA SWAMI GM NARAYANI, AMBABAI TEMPLE COMPOUND, AAREY ROAD, GOREGAON, (WEST), MUMBAI - 400104, MAHARASHTRA.
4. MR. EHTESHAM SIDDIQUI, PCI PEST CONTROL (P) LTD. SCO NO.30, FIRST FLOOR, HUDA MARKET, NEAR INDUSTRIAL BANK, SECTOR 15, GURUGRAM (HARYANA) PIN CODE 120001.
5. MR. PRAJAPATI, ABM PCI PEST CONTROL (P) LTD. SCO NO.30, FIRST FLOOR, HUDA MARKET NEAR INDUSIND BANK SECTOR 15, GURUGRAM (HARYANA) PIN CODE 122001.
6. MR. KESHAV, OPERATION OE, PCI PEST CONTROL (P) LTD. SCO NO.30, FIRST FLOOR, HUDA MARKET, NEAR INDUSTRIAL BANK, SECTOR 15, GURUGRAM (HARYANA) PIN CODE 122001.
7. MR. NEERAJ LOHANI, OPERATION OE, PCI PEST CONTROL (P) LTD. SCO NO.30, FIRST FLOOR, HUDA MARKET, NEAR INDUSIND BANK, SECTOR 15, GURUGRAM (HARYANA) PIN CODE 122001.
8. MR. RAJESH, INNOV, INNOV, PVT. LTD REGD. OFFICE: A3 KAILASH INDUSTRIAL COMPLEX, PARK SITE, VIKHROLL (W) MUMBAI - 400079, INDIA (Managements)

AWARD

1. Vide Endorsement No.13/1/9851-HII(2)-2022/4799 Dated 31.03.2022 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the demand notice dated 15.09.2021 raised by the PCI Pest Control Employees Union, Division Chandigarh (*hereinafter referred "workers' union"*)

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upon the PCI Pest Control Pvt. Ltd & Others (*hereinafter in referred "management"*) under Section 2(k) of the Industrial Disputes Act, 1947 (*hereinafter in short referred "ID Act"*) in following words :-

"Whether the demand raised in the demand notice dated 15.09.2021 by the President/ General Secretary, PCI Pest Control Employees Union divisional, Chandigarh C/o Chamber No.321, District Court, Sector 43, Chandigarh AND the Managements of (1) Mr. David Lewis MD, Mr. Anil S. Rao CMD & CEO (India), PCI Pest Control Pvt. Ltd., Narayani, Ambadai Temple Compound, Aarey Road, Goregaon (West), Mumbai (2) Mr. Mark May Vice President, 7, Jantar Mantar Road, New Delhi-110001 (3) Mr. Mahandra Swami GM, Narayani, Ambabai Temple Compound, Aarey Road, Goregaon, (West), Mumbai - 400104, Maharashtra. (4) Mr. Ehtesham Siddiqui, PCI Pest Control (P) Ltd. SCO No. 30, First Floor, Huda Market, Near Industrial Bank, Sector 15, Gurugram (Haryana) Pin Code 120001. (5) Mr. Prajapati, ABM PCI Pest Control (P) Ltd. SCO No.30, First Floor, Huda Market, Near Indusind Bank, Sector 15, Gurugram (Haryana) Pin Code 122001. (6) Mr. Keshav, Operation OE, PCI Pest Control (P) Ltd. SCO No.30, First Floor, Huda Market, Near Industrial Bank, Sector 15, Gurugram (Haryana) Pin Code 122001. (7) Mr. Neeraj Lohani, Operation OE, PCI Pest Control (P) Ltd. SCO NO.30, First Floor, Huda Market, Near Indusind Bank, Sector 15, Gurugram (Haryana) Pin Code 122001. (8) Mr. Rajesh, Innov, Innov Pvt. Ltd Regd. Office: A3 Kailash Industrial Complex, Park Site, Vikhroll (W) Mumbai - 400079, India Service are genuine and justified. If so, to what effect and to what relief the Union/Workers are entitled to, if any ?"

2. Upon notice, the workers' union appeared through its President Shri Ajay Kumar Yadav. Statement of claim was filed on 26.10.2022. Briefly stated the facts of statement of claim are that the workmen have been provided work / job by Innovsource Pvt. Ltd. being involved in the business of providing manpower to their clients. All the workers have been provided job on unskilled basis. The workmen are presently working at PCI Pest Control (P) Ltd. SCO No.30, First Floor, Huda Market, Near Indusind Bank, Sector-15 Gurugram (Haryana) but the salary of three of the employee / workmen namely except three employees namely (1) Satya Parkash S/o Sh. Daya Ram is being given / prepared by Innovsource Pvt. Ltd. (Service Providing Company). The workmen are being exploited by companies and they are facing constant problems as the workmen are being called on work 11 AM, 2PM, 6PM or in the night and if they refused to come, then they are being threatened that their absence will be marked. The workmen / employees have not been granted leave in time despite their in time applications, the operation executive used to say to the concerned employee to seek leave from another Executive or to take leave from Branch Manager and in this manner the workmen / employees are being harassed in the company. Even the employees / workmen were called on their job on Sunday but are not paid overtime for the same, nor their Sunday adjusted in some other day leave. The employees / workmen are not being given suitable fare per kilometer for the company work. The employee deserves per kilometer fare as being paid by the Divisional Office, Chandigarh to their employees. Even the employees are being not paid repair and insurance expenses of the vehicle in which they used to visit for the company work. The employees / workmen were not provided basic facilities. They are not being provided uniform, jacket, shoes, socks, ballet, cap etc. for the year 2020. The employees / workmen are being not provided with seniority grade as per the time period of their work in the companies. During the lock down period, the company has assured the workmen to give Rs.500/-, but till date no amount has been disbursed in the accounts of the workmen on account of lockdown. The company is taking work of skilled worker from the workman but they are being paid for unskilled work and further they have not been provided any training or assistance from senior / skilled employees. The employees from are getting threats from Senior Officer for throwing them from the job. The workmen through their counsel sent legal notice to the managements but till date neither the

management replied the said notice nor gave the above said benefits to them. The workmen are entitled for all full benefits of their service from the date of their illegal dismissal along with 18% interest. The workmen Ajay Kumar Yadav, Narinder Kumar, Barinder Dutt, Shiv Dayal & Sat Parkash were illegally dismissed due to enmity by the company during the pendency of the case filed by the workmen before the Labour Department, Sector 30, Chandigarh under Section 2(k). Mr. Amit Kumar - Branch Manager of management unnecessarily causing harassment to the workmen, as he is the main root, who constrained the workman to initiate litigations. The workmen were dismissed from their services with malicious intention and enmity by said Mr. Amit Kumar during the case filed before the Labour Court, Sector-30, Chandigarh. Prayer is made that the claim of the workmen may be allowed in their favour, as prayed for.

3. On notice, the management appeared through its authorized representative and contested the claim of the workers' union by filing written reply on 05.09.2023, wherein it is stated that the respondent (*here-in-after 'management'*) has perused the claim filed by the workmen and is filing the reply opposing the grant of reliefs, including ad-interim and interim reliefs in the present claim. The management is filing this present reply to bring on record the relevant information in relation to the subject matter of the present claim. Nothing stated in the claim ought to be construed as an admission for want of any specific and paragraph wise denial or non-traverse unless and until the same is specifically admitted hereinafter. The management craves leave of this authority to file a further detailed reply as and when required. The present claim is not maintainable deserves to be dismissed in limine since the workmen has indulged in large scale *suggestio falsi* and *suppressio veri*. The Applicant workmen not come to this authority with clean hands and have sought to misguide and mislead this authority on several facts of vital importance. Therefore, the present claim be dismissed in limine and the properties and records of these managements may be returned to them with immediate effect. The management vehemently denies all and singular those allegations, insinuations and statements made and contended in the present claim which is contrary to or inconsistent with the contents hereof as if the same have specifically been dealt with herein and so denied. Any statement, allegation or averment not specifically denied herein shall not tantamount to admission by the management and shall be deemed to have been denied by in toto. The Employee Union under the name 'PCI Pest Control Employees Union Division Chandigarh' is not a legal union and is only a made-up entity to extort huge sums of money from the management herein and with an intent to embezzle more money from the employees of the PCI Chandigarh Division and to take revenge for actions taken against some workmen for their misconduct, forgery and embezzlement. Furthermore, the alleged Union has not annexed registration certificate and the necessary documents that would reflect that they are a legal Union. The managements call upon the said Union to produce strict proof thereof. No complaint has been attached by the Union to show its bonafide. The fact that there is only a claim filed by the workmen without naming them makes it clear that the claim filed is outrageous and bogus and the sole intention of the claim is to defame the management-Company. The management submits that for them to act upon the said claim management need to know who are a part of the said workmen union and employees' union and in case individual complaints have been filed, the copies of the same along with names shall be provided. The Union is making generic claims and has failed to produce any complaint whatsoever filed by the workmen and this itself makes it abundantly clear that the claims are bogus and are only made by the Union to extort huge sums of monies from the management. The complaint is incomplete without even a single complaint copy annexed and without any names of the aggrieved employees being provided, on this count itself the instant complaint / claim deserves to be dismissed.

4. Further it is submitted that brief facts of the matter are that the management is a well-established and leading name in the business of pest control service providers in India and enjoys a very high reputation and good will in the market. The management provides services such as home and commercial pest control, expert inspection and similar services on an All India Level since several years and enjoys a clean and good reputation

within the industry and outside. The management have always been mindful of the demands of the workers and have ensured that they receive training of the highest caliber since the services provided by the management-Company are highly sensitive and need specialised training. The management has taken care of its workers during the lockdown, have provided them with medical check-ups, have ensured that the machines along with the spare parts are kept in the best condition. The management has always conducted its matters in an extremely fair and just manner. The management-Company also attends to all the grievances raised by its employees if any.

5. On merits, it is stated that the allegation made is false and bogus and filed with a mala fide intention to defame the Respondent. The workmen are highly skilled employees. The industry that the management-Company deals with is highly sensitive as a result no employee can be employed without undergoing carefully curated training sessions. The employees have been well versed with the same during the signing of their appointment letter. In case there are complaints filed, the copies of the same must be annexed and produced before them as strict proof thereof. The management have never called any 20 employees at odd hours and furthermore the workmen has not produced any document or evidence with respect to calling any employee at odd hours. The management-Company has time and again reiterated that no employee has been called at odd hours to provide services. No employee has been threatened with respect to anything. All the allegations are false and bogus and are only made with an attempt to coerce the management to give in to the workmen's illegal demands. The leaves are granted to employees after doing a thorough check up with the management and leaves are granted as and when required. The employees have not been denied leave in cases where they have urgent personal work. No employee was called to work on day of holiday or Sunday for that matter. These allegations are false and bogus and have been filed with a mala fide intent to cause grave and irreparable loss to the reputation of the management-Company. Employees have been given travel allowance while going for providing services to clients. There is a policy in place which covers for providing maintenance to vehicles. The management craves leave and liberty to refer to and rely upon the evidence in this respect when produced. All branches have been provided with uniform and in North India, they are well versed with the fact that the temperature drops and it is extremely cold, as a result they have provided winter dress, i.e., uniform, jacket, shoes, socks, belt and cap since 2020. Winter sweaters were given to Technicians in August, 2019 and thereafter winter jackets were given in December, 2022. As there was a spread of COVID- 19 during the year 2020 and 2021 the operations of management were hampered and there was no distribution of uniforms, or winter jackets in those particular years. The management has a career succession plan in place and each employee is given a free and fair opportunity to grow in the Company. The management craves leave and liberty to refer to and rely upon the evidence in this respect when produced. Annual medical checkups are conducted for all its employees and medical leave is granted as per the circumstances. None of the employees were dismissed illegally. The workmen is making baseless and bald allegations and absurd claims. In the event an employee has to be terminated from his services on account of misconduct or any other circumstances, there is a thorough investigation conducted both internally and externally so as to afford adequate opportunity to all the employees and as a result there is no scope of illegal dismissal. The allegation that the Branch Manager of the Company was causing harassment to the workmen is denied. There is no harassment caused at any level to the employees. The allegation that workmen were dismissed from their services with malicious intention and enmity by the Branch Manager is said to be denied. Mr. Amit Kumar did not have any enmity with any of the employees. Furthermore, the workmen have not made a single statement as to which employee has been dismissed and therefore there is absolutely no truth in the statement made by the workmen. PCI Pest Control Employees Union Division Chandigarh is illegal and the demands of the workers are unreasonable and uncalled for. The workmen have merely made bald allegations and baseless claims without a whisper of who the aggrieved employees are and what their actual grievances were. Furthermore, the employees if aggrieved could approach the management as the first resort however, since there are no details of any employee provided,

the entire claim does not survive. Instant claim therefore deserves to be dismissed with exemplary cost. Averments of claim statement are denied in toto.

6. The workman filed replication, wherein the contents of written statement are denied as wrong except the admitted facts of the claim and the averments of the statement of claim are reiterated.

7. From the pleadings of the parties, following issues were framed vide order dated 20.09.2023 :-

1. Whether the demands raised in the demand notice dated 15.09.2021 by the PCI Pest Control Employees Union are genuine and justified, if so, to what effect and to what relief the workers' union is entitled to, if any ? OPW

2. Relief.

8. During the pendency of the present industrial dispute, on 04.07.2024 the President of the workers' union got recorded his statement, which is reproduced as below :-

"Stated that in view of similar litigation pending before this Court vide IDR No. 26/2022, and to avoid multiplicity of litigation I do not intend to contest the present industrial dispute reference No.27/2022. The present industrial dispute reference may be disposed off accordingly."

His statement is countersigned by Learned Representative for workers' union.

9. Heard. In view of the aforesaid statement of the President of the workers' union, the present industrial dispute reference is disposed off being not pressed. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

Dated : 04.07.2024.

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 28th August, 2024

No. 13/2/147-HII(2)-2024/13445.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **59/2023** dated **07.06.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

ANURAG SAINI, HOUSE NO.15 MODERN ENCLAVE, BALTANA, ZIRAKPUR. (Workman)

AND

MR. ANKUR KAPLESH (MANAGING DIRECTOR), M/S SECURED ENGINEERS PRIVATE LIMITED, 2480/1, 2ND FLOOR, B.K. TOWERS NEAR GREWAL HOSPITAL, JANTA NAGAR, GILL ROAD, LUDHIANA, PUNJAB-141003. (Management)

AWARD

1. Anurag Saini, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the applicant (*here-in-after 'workman'*) had been working in the management-company since 10.08.2022 as Manager with an exemplary record to the entire satisfaction of the management-company. The workman was drawing ₹ 70,000/- per month as salary. The workman was not receiving the regular salary as discussed in interview and committed by HR and MD. The working hours of the management-company were from 9:30 A.M. to 6:30 P.M. The workman was doing extra duty for 3 to 5 hours without claiming any over time allowance. The workman on completion of 3 months of his probation period requested for confirmation letter and for that purpose visited the office of management on 28.11.2022. There Mrs. Uma Dhir (HR) and Mr. Ankur Kaplesh, MD of the management told the workman that his outstanding amount will be credited or transferred within few days. But on 05.12.2022 when the workman was unable to access or login his e-mail id. and other system, he called the concerned person to rectify the issue. Thereafter, the workman received a call that he has been thrown out of the company. Besides, his pending dues of salary and expenses were also not paid. The management threatened the workman for not to take any legal action. The management has got signed some papers from the workman earlier. The workman telephonically communicated the entire incident to HR, Director of the company and PA of the Director but to no effect. The company did not bother to reply to the emails and SMS and other messages sent by the workman. Till 27.12.2022, there was no communication from the management. Thus, the workman got issued legal notice on 27.12.2022 to the management. In spite of legal notice the management remained adamant. On 31.12.2022 Mrs. Salochna, PA/EA to the Director called and discussed the matter on behalf of the workman. The workman told her to find the facts and provide his benefits and outstanding dues but the management tried to threaten and told the workman that the management will finish his career and did not share any update thus matter could not be settled. Due to adamant behaviour and pressure of the MD and HR of the management-company the workman was told to tender his resignation but the workman did not resigned from his job. Therefore, the management refused to disburse the pending dues to the workman on 02.01.2023 HR of the management-company called the workman to meet in virtual meeting at 3:00 P.M. to resolve the issue but MD refused to meet the workman. The workman did so many calls and messages to the MD but he did not reply. When the workman called PA / EA of MD, he refused to come on the call. Thereafter the workman tried to talk with Mr. Rajat, the company's Sales Head on his official number but he did not pick his call. The MD and HR openly

warned all the office staff and other key personnel of the company not to communicate with the workman and also not to entertain any call from workman. MD also closed all the doors of communication for the workman. On 29.12.2022 workman sent another email to the HR as well as Director but no reply was received from both of them. Being helpless on 12.01.2023 the workman again approached help desk of e-Labour Court regarding his service and the reply was received from the help desk to reach nearest Labour Court. The management harassed and humiliated the workman, terminated his services without issuing any show cause notice, without any inquiry and without giving any termination order which amounts to bullying, breach of rules, bye-laws and the law prescribed by Industrial Act bye-laws. As per the provisions of company/ Industrial Act, no private company shall establish, run or maintain without the permission in writing of the Government or competent authority and the Government shall prescribe the procedure to be followed for the permission to establish, run or maintain private companies. The company is an 'industry' in terms of the ID Act. It is further averred that the termination of service is bad in the eyes of law and the same is not sustainable due to non-compliance of mandatory provisions. No one can be condemned unheard. In the present case, the workman was condemned unheard and no show-cause notice was issued and no inquiry was held. The termination order was not served to the workman. The workman is still under mental trauma as certain questions are still teasing his mind and soul as to why such termination was meted out to him ? Why only he was insulted and humiliated in front of the employees of the company ? Why Mrs. Uma Dhir, a responsible person of the company totally denied to entertain the call and listen to him ? In spite of repeated requests why the Director did not feel necessary to reply any of his written request. Why the management did not feel necessary to take action on the notice sent to them on 27.12.2022 ? The workman was not only tortured but was inhumanly treated at the work place. The order of termination of services of the workman is without any inquiry, without any approval of the management-committee and without any opportunity of hearing to the workman. The said acts of the management amounts to deprivation of basic human rights of the workman and drag the workman as well his family to face the starvation. The workman has approached this Court against the wrongful termination of his services along with all consequential benefits as well as compensation for mental torture and agony as well as litigation charges etc. The workman reserves his right to raise additional / alternate grounds. Prayer is made for recovery of ₹ 1,70,000/- towards pending salary of October and November, 2022 and other expenses under Section 33C(2) of the ID Act along with 24% interest per month from December 2022 on outstanding amount. Further prayer is made that the workman may be taken back on duty with continuity of service along with full back wages as per Section 25H of the ID Act or along with all consequential benefits under the law including compensation as claimed in the claim statement.

3. Notice issued to management under registered cover vide postal receipt dated 07.07.2023 for dated 01.08.2023 was received back undelivered with the postal endorsement 'refused'. On dated 01.08.2023 due to non-appearance management was proceeded against ex-parte.

4. In ex-parte evidence, workman Anurag Saini examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with copies of documents Exhibit 'W1' and Exhibit 'W2'.

Exhibit 'W1' is appointment letter dated 20.08.2022.

Exhibit 'W2' is bank account statement of Anurag Saini w.e.f. 01.08.2022 to 17.01.2023 bearing A/c No.50100223014571 maintained with HDFC Bank, Branch Sector 15, Faridabad, Haryana.

5. On 09.05.2024 Learned Representative for the workman closed ex-parte oral evidence and on 07.06.2024 Learned Representative for the workman closed ex-parte documentary evidence.

6. I have heard Learned Representative for the workman and perused the judicial file.

7. To prove its case the workman Anurag Saini examined himself in the witness box as AW1 and vide his affidavit Exhibit 'AW1/A' deposed that he was appointed by the Sh. Ankur Kaplesh, Director Secured Engineers Private Limited, O/o 2480/1, 2nd Floor, B. K. Towers, Near Grewal Hospital, Ludhiana on 10.08.2022 as employee of the company. He was worked at work place continuously without any break or interruption in

service. The workman has worked right up to 05.12.2022. The workman was getting his last drawn wages of ₹ 70,000/- per month. He further deposed that he successfully performed his duties as per instruction and as per wish and wills of the managements. The workman is punctual and honest towards his duties. There was no single complaint from any corner towards his job. The managements were entirely satisfied with his work & conduct. He was working direct under direct under the control and in the supervision of Sh. Ankur Kaplesh, Director. He further deposed that on 05.12.2022, he reported for duty but HR Uma called around 12:30 P.M. and refused to allow him duty even after the attendance marked in the system. The workman had made several verbal as well as written requests to allow him on duty but the management did not hear any single request. It is totally unfair labour practice on the part of managements and it is clear cut case of well planned illegal termination by the managements. The workman has no fault and without any fault of workman the managements terminated his services. The managements verbally terminated the service of workman without giving any prior notice to the workman. When the workman approached the concerned authorities of the management, they do not rising any reason of the termination of service of the workman. This behavior of the managements clearly shows their malafide intension in terminating the workman which is bad in eye of law. This is an open violation of principle of natural justice. The workman is totally unemployed after he was arbitrarily terminated by the managements. He further deposed that the managements has not issued any memo, charge sheet, nor conducted any enquiry in any matter before termination till date to the workman has no fault. The workman requested several times to concerned officer number of times to take him back on duty verbally or in writing but the management did not hear his genuine requests. This is also gross violation of principles of natural justice. The workman is totally unemployed after the termination until. The workman is facing all difficulties of unemployed person including starvation. The management has not been offered notice pay and compensation to the workman. The management has violated the condition of Section 25F of the ID Act at the time of refusal of work. Therefore, the refusal to work is illegal by all meas. The management has not been paid or offered notice pay in lieu of notice or compensation to the workman. Even no two months' salary is paid by the management. Therefore, it is serious violation of Section 25F, 25G, 25H and other provision of the ID Act. The illegal termination order has badly disturbed the survival of the workman and his family in his difficult days. During the conciliation proceedings before Conciliation Officer, Chandigarh but the management has never been came for conciliation and also denied to accept the summons by Conciliation Officer, Chandigarh. He further deposed that the workman is entitled for fourteen days sick leaves, wages, seven days with casual leaves 15 earned leave with wages annually leaves with wages under the provision of the Punjab Industrial Establishment National and Festival Holidays and Casual and Sick Leaves Act, 1965 with rules and under Section 79 of the Act, 1948 deals with the leave with wages the managements never allowed leave with wages according to above law. Whenever the workman required leave due to personal/family work or due to illness, he availed only sanctioned leaves every time the managements deducted wages of leaves days. The services of the workman is uninterrupted continuous with the management (from the date of joining to till illegal termination) according to the provision of Section 25B of the ID Act. The managements never issued leave card to card to the workman during the service. The managements are legally bound to maintain above noted record it is mandatory to prepare under the provision of relevant law. So it is already have to be prepared and in position of opposite parties, the present industrial dispute is impossible to decide without records. The above noted facts revealed that the verbal termination order is illegal unjustified, malafide and violation of all the other provisions of the ID Act. So, the workman is fully entitled for reinstatement with full back wages and continuity of services. The averment made in written statement filed by management before this Hon'ble Court is incorrect, misleading and far away from the actual truth. So, the contents of application, claim statement and rejoinder may kindly treated as true. AW1 supported his oral version with documents Exhibit 'W1' and Exhibit 'W2'.

8. From the oral as well as documentary evidence led by the workman, it comes out that on 10.08.2022 workman was appointed as Manager with the management. The workman remained in continuous employment of the management up to 05.12.2022. The last drawn wages of the workman was ₹ 70,000/- per month. The services of the workman were terminated on 05.12.2022 by verbal order.

9. It is argued by Learned Representative for the workman that the services of the workman were terminated with the verbal order on 05.12.2022 by refusing him to allow duty without assigning any reason and

without issuance of any show cause notice, charge sheet, inquiry and without issuance of prior notice or notice pay in lieu of notice period and without payment of retrenchment compensation. Therefore, the order of termination of services of the workman is violation of Section 25F, 25G and 25H of the ID Act. Moreover, at the time of termination the workman's salary for the month of October and November, 2022 was due and the same is not paid till date.

10. As far as the termination of services of the workman is concerned, it is own case of the workman that he remained in employment of the management as Manager w.e.f. 10.08.2022 to 05.12.2022. The period of service of the workman was about 4 months. To seek the protection of Section 25F of ID Act, the workman must fulfill the requirement of Section 25B of the ID Act. For better appreciation Section 25B of the ID Act is reproduced as below :-

"25B. Definition of continuous service.-For the purposes of this Chapter,-

- (1) *a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;*
- (2) *where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer-*
 - (a) *for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than-*
 - (i) *one hundred and ninety days in the case of an workman employed below ground in a mine; and*
 - (ii) *two hundred and forty days, in any other case;*
 - (b) *for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than-*
 - (i) *ninety-five days, in the case of workman employed below ground in a mine; and*
 - (ii) *one hundred and twenty days, in any other case.*

Explanation.-For the purpose of clause (2), the number of days on which a workman has actually worked under an employer shall include the days on which-

- (i) *he has been laid-off under an agreement or as permitted by standing orders made under the Industrial Employment (Standing Orders) Act, 1946 (20 of 1946), or under the Act or under any other law applicable to the industrial establishment;*
- (ii) *he has been on leave with full wages, earned in the previous years;*

(iii) *he has been absent due to temporary disablement caused by accident arising out of and in the course of his employment; and*

(iv) *in the case of a female, she has been on maternity leave; so, however, that the total period of such maternity leave does not exceed twelve weeks.]"*

11. In the present case, the workman is not proved to be continuous service of the management within the meaning of Section 25B (2) (a) & (b) of the ID Act, as the continuous period of service of the workman is 118 days in six calendar months preceding termination (services being terminated on 05.12.2022). Therefore, the provision of Section 25F of the ID Act is not attracted. Section 25F of the ID Act reads as below :-

"25F. Conditions precedent to retrenchment of workmen.-No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
- (c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."*

12. It is neither pleaded nor proved by the workman that junior to him was retained in serviced by the management at the time of retrenchment of his services. The workman has neither pleaded nor proved that while effecting retrenchment, the employer-management violated the Rule 'Last Come First Go' without any tangible reason. Therefore, the provisions of Section 25G of the ID Act are not attracted.

13. The retrenchment of services of the workman is neither proved under Section 25F nor proved under Section 25G of the ID Act, therefore, the provisions of Section 25H is not attracted. Above all it is own case of the workman that he was appointed as Manager with monthly salary of ₹ 70,000/-. It is not the case of the workman that he was not discharging managerial duties. Therefore, the workman does not fall within the definition of 'workman' as provided under Section 2(s) of the ID Act.

14. As far as recovery of alleged unpaid wages is concerned, the same is not recoverable under Section 2A of the ID Act.

15. In view of the reasons recorded above, the present industrial dispute is ex-parte declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No. PB0152.

Dated : 07.06.2024.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th August, 2024

No. 13/2/143-HII(2)-2024/13447.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **37/2021** dated **11.05.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

MOHAN MAHTO, H.NO.586, HALLOMAJRA, U.T. CHANDIGARH. (Workman)

AND

M/S G.K. INDUSTRIES, PLOT NO.272, INDUSTRIAL AREA, PHASE - I, CHANDIGARH
THROUGH ITS PROPRIETOR. (Manatrialt)

AWARD

1. Mohan Mahto, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman was appointed by the management as Operator on 09.03.2016. The workman remained in the continuous & uninterrupted employment up to 03.03.2020 when his services were illegally & wrongfully terminated without assigning any reason and notice. At the time of termination the workman was drawing ₹14,000/- per month as wages. The workman was not issued any appointment letter at the time of appointment. On 03.03.2020 at about 11:45 A.M. when the workman was performing his normal duty, the management refused him work on the pretext that the services of the workman are no more required. No reason was given for his termination as there was no complaint against the work & conduct of the workman from any of his colleagues and superiors. For his reinstatement the workman lodged a complaint dated 04.03.2020 but no settlement could be made possible before the Labour Inspector U.T. Chandigarh. Refusal of work, which amounts to termination, is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. For his reinstatement the workman served upon the management a demand notice dated 28.09.2020. The management neither replied nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention. During the course of conciliation proceedings the management filed a very vague reply and made a concocted story. The respondent denied the employer & employee relationship. The dispute could not be settled within the stipulated period. The action of the management in terminating the services of the workman is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. The workman remained unemployed during the period i.e. from the date of termination to till date. Prayer is made that the workman may be reinstated with continuity of service, with full back wages, all attendant benefits and without any change in his service conditions.

3. On notice, the management appeared through its Proprietor Shri Rahul Kashyap and contested the claim of the workman by filing written statement on 13.10.2021. The written statement has been filed under the signature of Shri Rahul Kashyap, wherein it is stated that there was a vacancy in their factory on slotter machine in January, 2020. Mohan Mahto came to them for interview as a Slotterman and success for ₹ 9,500/- per month as salary. On 03.01.2020 the workman decided to join duty and came to them and told that he had an urgent piece of work at home and going home for 15 days. The workman also told that he had no money for

fare. They paid him ₹ 5,000/- as advance. But the workman did not return. After some months they saw the workman in Industrial Area Phase - I, Chandigarh in duty dress. They asked him if he did not want to join duty in their factory then he should return their advance but he did not say anything. After that the workman went to Labour Court and complained against them. They appeared in the Labour Court and presented all documents. His complaint is false and concocted story.

4. The workman filed replication, wherein the contents of written statement are denied as wrong except the admitted facts of the claim and the averments of the statement of claim are reiterated.

5. From the pleadings of the parties, following issues were framed vide order dated 25.11.2021 :-

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

6. In evidence, the workman Mohan Mehto examined himself as AW1 and tendered into evidence his affidavit Exhibit 'AW1/A'. On 14.12.2023 the workman closed his evidence in affirmative.

7. On the other hand, the management examined MW1 Rahul Kashyap - Proprietor of the management, who tendered into evidence his affidavit Exhibit 'MW1/A'. On 19.04.2024, Learned Representative for the management closed his oral evidence.

8. On joint request of the parties, the case taken up in Pre-Lok Adalat on 30.04.2024, wherein the workman got recorded his statement, which is reproduced as below :-

"Stated that I have effected compromise with the management. Today, I have received the compromise amount of Rs.25,000/- (Rupees Twenty Five Thousand only) in cash from the management through its authorised representative. Now, I have no claim outstanding against the management. The present Industrial Dispute Reference may be disposed off being settled in the Lok Adalat."

9. His statement was countersigned by his Representative.

10. On 11.05.2023, case taken up in National Lok Adalat. Heard. In view of the above said statement of the workman recorded on 30.04.2024, this industrial dispute is disposed off as settled by way of compromise. In view of the compromise, the issues have become redundant, thus stands disposed off accordingly. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . .,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No. PB0152

Dated : 11.05.2024.

Secretary Labour,
Chandigarh Administration.

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